



Belton House Holiday Home
Wanlockhead
Lanarkshire
ML12 6UR

Mob: 07939168165

Email: info@beltonhouseholidayhome.co.uk

Website: www.beltonhouseholidayhome.co.uk

IMPORTANT INFORMATION

TERMS & CONDITIONS

Terms and Conditions

The following terms apply:

"Owner" shall mean proprietors of Belton House

"Hirer" shall mean the individual who made the booking/Updated T & Cs.pdf

"Guest(s)" shall mean the Hirer's party

RENTAL CONTRACT

A contract shall only arise when a deposit payment has cleared and a booking is confirmed, by post or email.

The contract effected between the Hirer and the owner of the property is in terms of Schedule 4 Section 8 of the Housing (Scotland) Act 1988 and confers on the Hirer the right to occupy the property for the period agreed for holiday purposes only.

TERMS & CONDITIONS

BOOKING POLICY 3 Payments: A NON-REFUNDABLE deposit of 33% will be charged at the time of booking, a 2nd payment of 33% is due 90 days arrival. The remaining balance will be collected 4 weeks prior to guests checking-in.

WE DO NOT ACCEPT LARGE GROUPS OF UNDER 25's. ALL MALE GROUPS OR STAG'S WILL BE CONSIDERED IF CONTACT IS MADE BEFOREHAND. ANYONE BOOKING IN ANY OF THESE GROUPS PLEASE NOTE THE BOOKING WILL BE CANCELLED WITH NO REFUND. – The person making the booking will be required to let Belton House Holiday Home know what the occasion is and to complete the Digital Registration Form, this will also be used the fire register and will also be required to give Date of Birth of all adults staying at Belton House Holiday to comply with our booking policy.

Any bookings made on or after 29th October 2020 are being made in full knowledge of world pandemic and accept the non-refundable element and that you are strongly advised to take out travel insurance. However, if we are ordered to close by the Scottish Government you will receive a full refund.

CANCELLATION POLICY: If cancelled more than 4 weeks before check-in, Non-Refundable
If cancelled less than 4 weeks before check-in, Non-Refundable.

HOUSE-KEEPING POLICY: A security deposit of £350.00 will be pre-authorised on your payment card 2 days before arrival. Please note - This is a refundable charge, which will be refunded a week after you have checked out.

ARRIVALS/DEPARTURES: The house is available from 4pm on the day of arrival. It is the Hirers' responsibility to inform the Owner of an estimated time of arrival, in advance of their stay.

Departure time is **10am** on the day of departure. Due to the time constraints for preparing the house prior to new arrivals late departures may result in additional charges.

GUEST(S) RESPONSIBILITY: The hirer is responsible for the security of the premises, all doors and windows must be secured and locked at night and when the house is unattended.

The person held to be responsible for the hiring party will be the person who made the booking and paid the booking deposit. The Hirer undertakes to relieve the Owner from any liability for damage or injury, however caused, by any member of his party.

The Hirer is responsible for the condition of the property and the behaviour of the occupants during the rental period.

The Hirer shall undertake to prevent any member of his / her party from causing a nuisance or disturbance to other residents, neighbouring occupiers, or livestock. Additionally, due to the quiet nature of the village the Hirer must ensure that outdoor noise is kept to a minimum after 1030PM.

PLEASE NOTE NO FIREWORKS ARE PERMITTED

The owners reserve the right to terminate occupancy of the property, without notice or refund, if it is deemed that guest behaviour is inappropriate.

AUDIO EQUIPMENT: Please note that **NO** external audio/electrical equipment to be used on the premises without prior consent.

LIVE BANDS: Live bands or external entertainment are not permitted on the property unless prior approval has been granted.

PETS AT THE PROPERTY

We will welcome a maximum of 4 pets to stay at the property. There is an additional charge of £30.00 per pet. The garden is fenced but cannot guarantee it will be pet proof. Any dog fouling must be picked/bagged and binned or there will be additional charges.

- However, it is understood that they are **NOT** allowed upstairs, in ANY of the bedrooms or on any beds or chairs(There are throws in the white box in the main entertainment room beside the fire for the seats).
- **IF THERE IS EVIDENCE OF PETS BEING ON THE BEDDING DURING YOUR STAY THERE WILL BE AN ADDITIONAL CHARGE FOR CLEANING OR REPLACING BEDDING DUE TO HAIR OR OTHER DIRT, YOU WILL BE PROVIDED EVIDENCE AND A COST.**
- **MUST NOT BE LEFT UNATTENDED AT ANY TIME IN THE PROPERTY.**
- Damage to property (including soiling) by pets will result in a charge for repair or cleaning being deducted from the good housekeeping deposit. All soiling of the garden must also be removed.

- If any dog soiling is found in any of the grounds, there will be an automatic charge of £70.00 to clean this up.

NO SMOKING: Smoking is not permitted inside the house. Smoking is only permitted in the designated smoking area (BBQ Shelter). Smoking in the house will set off the fire alarm and will result in the loss of your good housekeeping deposit.

LIMITATIONS OF LIABILITY: The use of holiday accommodation and any facilities is entirely at the guests own risk and no liability is accepted for any death, sickness or injury to any guest or for the loss, theft or damage to any guest property, including vehicles, however sustained or caused. It is the responsibility of the guest to ensure that their belongings are always secure.

CHILDREN: Children must always be supervised by an adult. Extra care should be taken if the wood burning stoves are being used and whilst children are in the garden. The house and garden have not been child-proofed in any way and child safety remains the sole responsibility of parents/carers throughout the rental period.

PROPERTY INFORMATION: The Owners have taken every care to ensure the accuracy of property descriptions on their website and all information is provided in good faith and is believed to be correct. We cannot accept liability for a breakdown of any facility at the holiday property which is beyond our reasonable control (e.g., breakdown of electrical equipment, power cut, problem with plumbing etc.). If the Hot Tub has been hired, please be aware that someone will attend the property between the hours of 0700hrs and 1200hrs to clean the Hot Tub and check chemical levels.

CCTV is active on the outside of the property for the owners and guest's security.

FAIR USAGE POLICY: We operate a fair usage policy. Anyone found to be using excessive power or heating will be charged accordingly. For example – If you are too warm, turn the heating down and **DO NOT** open the windows and keep the heating on.

COMPLAINTS: Once guests return home it is difficult to investigate complaints of any nature. Any such matters should be brought to the attention of the Owners immediately and every effort will be made to rectify difficulties. Regrettably, the Owners are unable to accept claims once a rental period has been completed.

GENERAL TERMS:

The Guest(s) undertakes to leave the hired premises secure if left unoccupied during the period of let.

The Guest(s) shall not sub-let the premises or any part thereof.

The Guest(s) binds and obliges themselves to vacate the hired premises without demand at the termination of the period of hire.

The number of persons occupying a property must not exceed the maximum occupancy level stated, unless otherwise agreed. The Owners reserve the right to terminate occupancy of the property, without notice or refund, in the case of a breach of this condition.

The Owner has the right to enter the property at any reasonable time for the purpose of inspection, repair work, etc.

In the event that any individual term or clause stated in this Contract is not permissible by law, the remainder of the Contract shall remain valid.

This Agreement shall be governed by and construed in accordance with the Laws of Scotland and shall be subject to the jurisdiction of the Scottish Courts.

This does not affect your statutory rights.

This clause was added on 23rd September 2020 in the light of the Scottish Government imposing restrictions and forms part of the Terms & Condition's for Belton House Holiday Home

1. If the Scottish Government were to re-introduce restrictions that all self-catering accommodation must be closed to recreational guests, we would be obliged to give you a full refund of any monies paid or to agree alternative dates because we would **not** be able to offer you the service you had paid for. So, the total loss would be ours. However, if the Scottish Government were to impose a limit, for example, on how many different households could share the accommodation we would not be able to refund you. When you make a booking at Belton House Holiday Home, the person making the booking agrees to the terms and conditions and therefore is responsible for the contract between you and Belton House Holiday Home, the contract does not require Belton House to know who you are inviting as your guests. For example, if the Scottish Government were to announce that no more than 3 households were to stay together and you had invited 5 different families and had booked Belton House Holiday Home, you would either have to consider re-organising who your guests were or cancel the booking as per our Terms & Conditions as displayed on our website. For Track and Trace reasons we may need to be given contact details just prior to arrival or during your stay of everyone staying or visiting.
2. For clarity: Should our guest's personal circumstances alter and prevent them using Belton House Holiday Home we cannot issue a refund if we can remain open. Likewise, if we are allowed by the Scottish Government to remain open but restrictions have been imposed, for example, a guest travelling to our accommodation, e.g., due to their own area localised lockdowns / border or quarantine requirements being imposed, no refunds will be issued unless we can achieve an alternative booking.
3. Belton House Holiday Home is large enough to accommodate social and safe distancing.

BY PAYING A DEPOSIT AND THUS ENTERING INTO A RENTAL AGREEMENT YOU ARE AGREEING TO BE BOUND BY THE ABOVE CONTRACT.

Thank you in advance for your corporation.
Belton House Holiday Home

Lowther Lesiure Pool

Hire Agreement

Belton House Guests

Anyone using the pool's facilities does so at their own risk

Guest staying at Belton House Holiday Home have use of the pool from 1600hrs - 2100hrs on the day of check-in, 0900hrs - 2000hrs during your stay, no use on the day of checking out. (Times out with are to allow for daily maintenance)

General Terms of Use

All guests using the pool facilities at Lowther Leisure Pool do so entirely at their own risk. It is recommended that you arrive ready to swim, with your swimming attire worn beneath your clothing, and shower before entering the pool if possible. For hygiene reasons, those with long hair must ensure it is tied back.

Supervision and Safety

The pool is unsupervised. The individual who hires the pool is responsible for making certain that all members of their group are able to swim adequately or are using suitable swimming aids. Please note that the pool features a consistent depth of 1.2 metres and does not have a shallow end. Children under the age of 16 must be accompanied and supervised at all times by an adult who is also swimming. There must be at least one adult present for every three children in the pool. The maximum number of people permitted in the pool and building is ten.

Pool Session Guidelines

Please ensure you arrive punctually and leave promptly at the end of your session. All guests are expected to leave the pool, changing rooms, and toilets clean and tidy. Any issues should be reported immediately.

Sauna Use

The sauna must not be used by children under the age of 16 unless under the supervision of a adult.

Conduct and Behaviour

- No food or drink is allowed within the pool building.
- To prevent slips on wet surfaces, do not enter the pool while carrying infants or children.
- Swimming under the influence of alcohol or drugs is strictly prohibited. Entry will be refused to anyone who appears intoxicated.
- Diving or dive bombing is not allowed due to the insufficient depth of the pool.
- All jewellery must be removed prior to entering the pool.
- Children who are not toilet trained must wear watertight swimwear; waterproof nappies on their own are not sufficient. Swim nappies must be used where applicable.

- Hard balls or hard toys are not permitted in the pool.
- Running is not allowed anywhere on the pool premises.
- Smoking is strictly prohibited throughout the facility.
- Talcum powder must not be used anywhere within the pool facility.

Payments, Cancellations, and Closures

Payment for swimming sessions must be made in advance of using the facilities. In the event that the pool needs to close for maintenance, you will be notified at least 48 hours in advance if your booking is affected. If you cancel your swim slot, a cancellation fee of up to £5.00 will apply to cover processing charges on refunds. Cancellations must be made with at least 48 hours' notice.

Damage, Health, and Liability

Any damage caused during your hire period must be paid for in full. All users must be in good health and are responsible for ensuring that the pool environment and chemicals do not negatively impact any existing medical conditions. Each individual is responsible for their own well-being.

Pool Soiling Clause

If the pool is soiled with faeces, vomit, or any other substances, the hirer will be fully responsible for covering any loss of earnings and cleaning fees that arise. These fees must be settled promptly upon notification.

The hirer is required to always ensure the safety of their group whilst on site, and must make certain that all members of their party understand and adhere to the pool rules.

Agreement to Terms

- The hirer acknowledges responsibility for the safety of their group and for ensuring that all rules are always followed.
- Failure to observe the rules may result in immediate termination of the hire with no refund.
- The hirer accepts liability for any damage resulting from failure to comply with these terms.
- The hirer's party must vacate the pool premises, including changing rooms, at the end of the hire period.

The lead guest/Booker of Belton House Holiday Home is responsible for the safety of their group at all times while on site and will ensure these rules of the pool are always understood and observed by everyone.

I have read the Conditions of the hire agreement, and I agree that:

I am responsible for the safety of my group and will ensure the rules are observed at all times by everyone.
I understand that if the rules are not observed the hire will be terminated immediately without refund.

I am liable for any damage caused by not following the rules. My party will vacate the premises, including the changing rooms, by the end of the hire period.

